

# Business Mobility

## Terms & Conditions

Terms and Conditions: Business Mobile Banking Agreement

Mobile Banking (Service(s)): Plains Commerce Bank ("PCB" "we", "our", "us", and "Bank") offers our customers ("you", "your") mobile access to accounts enrolled in Online Solutions. By participating in Mobile Banking, you are agreeing to the terms and conditions presented here. The Mobile Banking Service allows transactions using the Plains Commerce Bank Business Mobile Banking App.

The Bank's privacy policy may be viewed at [plainscommerce.com/privacy-and-security/](https://plainscommerce.com/privacy-and-security/).

**How to Access Mobile Banking.** Mobile Banking is available after a completed request has been submitted to the Bank. You may download and install the Plains Commerce Bank Business Mobile app from either the Google™ Play Store or from the Apple iTunes™ Store. Once your account is activated you may log on to your account from your Mobile device by selecting the Plains Commerce Bank Business (PCB Business) Mobile Icon. You must login to the app utilizing your Online Solutions Username/User ID and password/security token. Transfers initiated after 6:00 PM Central time will be posted on the next business day. (We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the Services of Mobile Banking at any time). Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Plains Commerce Bank or any service provider.

Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, and Verizon Wireless. Message and Data rates may apply.

**Privacy and User Information.** You acknowledge that in connection with your use of Mobile Banking, Plains Commerce Bank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Plains Commerce Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Plains Commerce Bank, its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

**Restrictions on Use.** You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (ii) any material or information that is false, misleading, or inaccurate; (iii) any material that would expose Plains Commerce Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (iv) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

**Unlawful Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly

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accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**User Security.** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking or the software. You agree not to leave your mobile device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your Username/user ID, password, security token or other access information to any unauthorized person. If you permit other persons to use your mobile device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize, and Plains Commerce Bank will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. Plains Commerce Bank makes no representation that any content or use of Mobile Banking or the software is available for use in locations outside of the United States. Accessing Mobile Banking or the software from locations outside of the United States is at your own risk.

**Accessibility.** Mobile Banking or the software may not be accessible or may have limited utility over some network carriers. In addition, Mobile Banking may not be supported for all mobile devices. Plains Commerce Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (1) If, through no fault of ours, you do not have enough money in your account to make the transfer. (2) If you have an overdraft line and the transfer would go over the credit limit. (3) If the automated teller machine where you are making the transfer does not have enough cash. (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer. (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. (6) There may be other exceptions stated in our agreement with you.

**Confidentiality.** We will disclose information to third parties about your account or the transfers you make:

1. Where it is necessary for completing transfers; or 2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or 3. In order to comply with government agency or court orders; or 4. As described in our privacy policy disclosure, provided separately.

**Unauthorized Transfers (Consumers only).** (1) Generally, tell us AT ONCE if you believe your card and/or code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your mobile device, card and/or code, you can lose no more than \$50 if someone used your code and/mobile device without your permission. Also, if you do NOT tell us within two business days after you learn of the loss or theft of your card, and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period. (2) Additional Limit on Liability for VISA<sup>®</sup> debit card. Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa<sup>®</sup> debit card. This additional limit on liability does not apply to ATM transactions, or to transactions using your Personal Identification Number which are not processed by VISA. (Visa is registered trademark of Visa International Service Association.)  
**Contact in event of unauthorized transfer:** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

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Plains Commerce Bank Operations 524 S Dakota Street PO Box 1059 Aberdeen, SD 57402

Error Resolution Notice (Consumers Only). In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Tell us your name and account number (if any). Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (five business days if the transfer involved a point-of-sale transaction and twenty (20) business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (90) days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (five business days if the transfer involved a point-of-sale transaction and twenty (20) business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. Your account is considered a new account for the first thirty (30) days after the first deposit is made, unless one of you already has an established account with us before the account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you have inquiries regarding your account, please contact us at:

Plains Commerce Bank Operations 524 S Dakota Street PO Box 1059 Aberdeen, SD 57402

Business Days: Monday, Tuesday, Wednesday, Thursday and Friday. Federal Holidays are not included.

Phone: (605)225-7548 or (877)227-7548

Termination/Cancelation. You are responsible for complying with all terms of this Agreement and with the terms of the agreement governing the Bank accounts which you access using Plains Commerce Bank Mobile Banking. We can terminate your Mobile Banking privileges under this Agreement without notice to you.

To cancel the Mobile Banking service, you must notify Plains Commerce Bank and provide your name, address, and the effective date to stop Service. You may notify Plains Commerce Bank by one of the following methods:

- By calling 1-877-227-7548, Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Standard Time, excluding federal holidays.
- Send secure message using online banking
- By writing a letter and sending it to the following address: Plains Commerce Bank Attention: E-Services, 524 S Dakota St, Aberdeen, SD 57401

SERVICES AVAILABLE (Services).

- Automated Clearing House ("ACH") Service. The Business Mobile Banking App allows Online Solutions Users limited access to this Service via their mobile device. If you use Our ACH Service and have employees or a third party that currently has Online Solutions access to the ACH Service, they may submit ACH single item transfers from the mobile device. If required, they may also submit the approval of an ACH file from their mobile device. We reserve the right to impose limits to the Service and modify limits from time to time. All terms and condition of this Agreement apply to all files and entries submitted using the Business Mobile Banking App.
- Mobile ACH file Approval Alerts Terms and Conditions. If Approval Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of

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Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply. Mobile Approval alerts. Approval Alerts for ACH must be activated by the employees or the third party that have mobile access to be enabled. These Approval Alerts can be accessed from the More menu within Plains Commerce Bank Business Mobile Banking App. Limitations. Plains Commerce Bank provides Alerts as a convenience to you for information purposes only. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Plains Commerce Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Plains Commerce Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose. Methods of Delivery. Approval Alerts will be provided via your mobile device by a push notification. You agree to receive Approval Alerts through this method, and it is your responsibility to determine that your service provider supports push notification provided through the Mobile Approval Alerts service. Please be advised that text or data charges or rates may be imposed by your service provider. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Mobile Approval Alert Information. Mobile Approval Alerts are delivered via push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

- Remote Deposit Service. If you are approved for our Remote Deposit Service, see separate agreement for limits, these limits will also determine your mobile deposit limits if utilizing both services. We reserve the right to impose limits to the Service and modify limits from time to time.
- Mobile Deposit Services (Deposit Services). If approved for our Deposit Services, see separate agreement for limits, these limits will also determine your Remote Deposit limits if utilizing both services. You may make deposits to your checking, savings, or money market accounts using your mobile device. We reserve the right to impose limits to the Service and to modify limits from time to time.
- Wire Transfer Service. The Business Mobile Banking App allows Online Solutions Users limited access to this Service via their mobile device. If you use Our Wire Service and have employees or a third party that currently has Online Solutions access to the Wire Service, they may submit Wire transfers from the mobile device. If required, they may also submit the approval of a Wire transfer from their mobile device. We reserve the right to impose limits to the Service and modify limits from time to time. All terms and condition of this Agreement apply to all files and entries submitted using the Business Mobile Banking App.
- Mobile Wire Transfer Approval Alerts Terms and Conditions. If Approval Alerts are not available to you, then this Alerts Terms and Conditions does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms and Condition with respect to Alerts, then the terms in this Alerts Terms and Conditions shall apply. Mobile Approval alerts. Approval Alerts for Wire Transfers must be activated by the employees or the 3rd party that have mobile access to be enabled. These Approval Alerts can be accessed from the More menu within Plains Commerce Bank Business Mobile Banking App. Limitations. Plains Commerce Bank provides Alerts as a convenience to you for information purposes only. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Plains Commerce Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Plains Commerce Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose. Methods of Delivery. Approval Alerts will be provided via your mobile device by a push notification. You agree to receive Approval Alerts through this method, and it is your responsibility to determine that your service provider supports push notification provided through the Mobile Approval Alerts service. Please be advised that text or data charges or rates may be imposed by your service provider. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number

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changes, you are responsible for informing us of that change. Mobile Approval Alert Information. Mobile Approval Alerts are delivered via push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

- **Transfer Service.** Transfers between your deposit accounts with us are subject to the terms of your deposit agreement. You may instruct our mobile service to make transfers between your accounts at any time on any day. See "Cutoff Hours" for more information.

**Fees.** You agree to pay us the fees we establish for each of the Services. See our fee schedule for details. We may amend the pricing for the Services from time to time. Certain prices are subject to change without prior notice. Special or additional Services performed at your request will be subject to such additional terms and fees as you and we may agree. If you continue to use the Services after the fee becomes effective, you agree to pay the fee that has been disclosed to you.

**Unauthorized Transactions.** We may process any payment or transfer instruction (including an amendment instruction) that we believe is transmitted or authorized by you if we act in compliance with the security procedures you and we have agreed upon for the Services. The instructions will be deemed effective as if made by you and you will be obligated to pay us in the amount of such transactions, even though they are not transmitted or authorized by you. If you need to report an unauthorized transaction from one of your accounts, you should not rely on sending the notice to us by email. Email transmissions through public or general email are not secure. We advise you not to send us or ask for sensitive or confidential information such as Account Numbers, Passwords, Account Information, etc. via any general or public email system. Contact us by calling 1-877-227-7548, Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Standard Time, excluding federal holidays or by writing a letter and sending it to the following address: Plains Commerce Bank Attention: E-Services, 524 S Dakota St, Aberdeen, SD 57401

We may elect to verify the authenticity or content of any instruction, as an alternative security procedure, by placing a call to any authorized signer on your account or any other person designated by you for that purpose. If we are unable to verify an instruction to our satisfaction, we may reject the instruction.

**Transaction Limits and Safeguards.** You agree not to exceed the Service transaction limits we establish from time to time for your account (e.g., in connection with ACH transactions, Remote Deposit, Mobile deposit, or Wires.) You agree that you will not allow anyone to initiate transfer or payment instructions on your behalf without proper supervision and adequate safeguards, and that you will receive pending payment and transfer instruction prior their submission to us to ensure that they are complete, accurate and properly authorized.

**Cutoff Hours.** A number of our Services are subject to processing cutoff hours:

12:00 PM (Central Standard Time) for international outgoing wire transfer orders;

1:30 PM (Central Standard Time) Same Day ACH;

3:00 PM (Central Standard Time) for domestic outgoing wire transfer orders;

3:00 PM (Central Standard Time) ACH transaction entries;

4:00 PM (Central Standard Time) for Remote Deposit entries;

4:00 PM (Central Standard Time) for Mobile Deposit entries; and

6:00 PM (Central Standard Time) for real time transfers within Plains Commerce Bank Online Solutions and/or Business Mobile Banking app.

Our business days are Monday through Friday, excluding federal holidays. Service may occasionally be unavailable due to needed maintenance or system/network interruptions.

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**Limitation of Liability.** Except as otherwise stated in the Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly in whole or in part from: (a) your actions or omissions, or those of third parties that are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any error, failure or delay in the transmission or delivery of data, records, or items due to a breakdown in any computer; (d) cause beyond our reasonable control; (e) the application of any government or funds-transfer system rule, guideline, policy or regulation; (f) the lack of available funds in your account to complete the transaction.

You acknowledge that the fee for our Services have been established in contemplation of (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

o You agree to indemnify, defend and hold affiliates, and subsidiaries, and respective directors, officers, employees, agents, and us harmless from and against any claim, damage, loss, liability and cost of any kind.

**Statement and Notices.** Information or transfers to or from your accounts will be reflected on your periodic statements and will be available to you online. We are not required to provide you with any other notice of the receipt, transmittal or debiting of wire transfers or ACH entries. You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (b) unauthorized transactions involving any account (c) a breach in the confidentiality of the Security Procedures or User Guide; or (d) other problems related to the Services. We may require you to send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 60 days for the date you first discovered the problem or received information reflecting the problem, whichever occurs first). If you fail to notify us within 60 days, you agree that, in addition to any other limitations on our liability: (a) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), that result from your failure to give us such notice or that might have been prevented by you giving us such notice; and (b) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest that results from your failure to give us such notice or which might have been prevented by your giving us such notice.

Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you electronically at the statement, email or mailing address shown for you in our deposit or Service records. Notices to us must be mailed or delivered to us at Plains Commerce Bank; 524 S Dakota ST; Aberdeen, SD57401.

### Mobile Banking Safety Tips.

1. Invest in an antivirus application for your mobile device to help protect you when downloading apps or mobile content.
2. Never provide personal identification or banking information over your mobile device unless you initiate the contact and you know that you're dealing directly with your bank.
3. Never share your password, account number, and answers to secret questions. Don't save this information anywhere on your mobile device. Avoid lending your mobile device to strangers.
4. Never set the app, web or client-text service to automatically log you in to your bank account. If your mobile device is lost or stolen, someone will have free access to your money.
5. Set the mobile device to require a password to power on the handset or awake it from sleep mode.
6. Remember, your bank would never contact or text you asking for personal or banking information. Assume any unsolicited text request is fraudulent. Giving this information places your finances and privacy at risk.
7. Immediately tell your mobile network provider and your bank if you lose your mobile device.
8. Hot spots & public wireless local area networks (Wi-Fi) are not secure and your credentials could be compromised.

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9. If you acquire a new mobile device, please uninstall the mobile application prior to changing and/or upgrading your device.

**Mobile Deposit Services.** The mobile deposit services ("Deposit Services") are designed to allow you to make deposits to your checking, savings, or money market accounts using your approved mobile device from any location by taking pictures of physical checks and delivering the images and associated deposit information to the Bank or the Bank's designated processor. We reserve the right to reject any item transmitted through the Deposit Services, at our discretion without incurring any liability to you. We may restrict and/or cancel, without prior notice, your ability to use Deposit Services if we notice any suspicious activity or mismanagement of Plains Commerce Bank accounts including failure to promptly bring negative account balances to a positive balance.

**Eligible Items.** You agree to take pictures of and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to the Bank shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. In order for a check to be accepted and processed using the Deposit Service, it must:

- Be an original paper check,
- Be payable to You and endorsed properly,
- Be payable in U.S. dollars,
- Be payable at a financial institution in the United States,
- Be dated within 6 (six) months prior to date of deposit,
- Have all areas of the check completed, and
- Be legible and in good physical condition.

**Prohibited Items.** You agree that you will not use the Deposit Services to take pictures of and deposit any checks or other items as shown below which shall be considered ineligible items:

- Checks or items payable to any person or entity other than you.
- Checks payable to you and another party who is not a joint owner on the account.
- Checks made payable to a business that you attempt to deposit into a personal account.
- Checks or items containing an alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks that have been previously negotiated.
- Checks that have previously been submitted through the Deposit Services or through a service offered at another financial institution.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items not payable in United States currency.

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- Checks or items dated more than 6 months prior to the date of deposit.
- Checks that are post-dated (made payable at some point in the future).
- Checks or items prohibited by the Bank's current procedures relating to the Deposit Services or which are otherwise not acceptable under the terms of your Bank account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Deposits which exceed your per check or daily limit.

**Image Quality.** The image of an item transmitted to the Bank using the Deposit Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

**Endorsement.** You warrant that prior to scanning and creating an image, you will endorse the back of each item by including "For Mobile Deposit at Plains Commerce Bank" or "PCB" as part of your endorsement. We recommend you write 'Mobile Deposit' and the deposit date in the Memo area on the front of each item.

Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. If multiple payees are separated by the word "and" on the check, all payees must endorse the check for deposit. If multiple payees are separated by the word "or", only one of the payees may endorse the check for deposit.

**Receipt of Items.** We reserve the right to reject any item transmitted through the Deposit Services, at our discretion, without liability to you. When we receive an image, we will only notify you only if a deposit is rejected. The image is not deemed "received" by us until it is posted to your account at the end of the business day. Acceptance within the Plains Commerce Bank Mobile Deposit application does not mean that the image is free of errors or will be accepted for deposit. Reasons for rejection may include any of the following: incomplete or missing endorsement; illegible check or poor image quality; altered check; or duplicate check. This list is a list of examples only and is not a list of all of the reasons that an image of a check may be rejected. We are not responsible for any image we do not receive. We are not responsible for items we do not receive or for images that are dropped during transmission. Images received will be available to view inside the mobile application. We further reserve the right to charge back to your account at any time; any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

"Exception Item" includes, without limitation, an electronic item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an electronic item, or (c) is drawn on a bank located outside the United States and is not payable at or through a bank located within the United States. If you attempt to deposit an Exception Item to your account, you shall do so only by depositing the original paper item on which the Exception Item is based or as otherwise agreed between us. Even if we do not initially identify an item as an Exception Item when we review and process the item to which the Exception Item relates, the electronic item, substitute check, or the purported substitute check created by us from it may nevertheless be returned to us because, among other reasons, the paying bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit the obligation of you to Plains Commerce Bank.

**Your Responsibilities.** You agree that, once you have deposited a check using the Mobile Deposit Service, you will not cash the check, nor negotiate, transfer or deliver the check to any other person or entity, nor deposit the check again through the Mobile Deposit Service, at an ATM, in person at a branch (unless we have directed you to do so), at another financial institution, or through any other means. Do not destroy the original check until the deposit appears on your periodic account statement. Until it appears on the statement, you agree to keep the physical check securely stored to

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prevent theft or misuse. After the deposit has appeared on your statement, you agree to safely destroy the original check.

Successful completion of a mobile deposit is dependent upon a good-quality original check and a clear photograph of the front and back of the check. You agree that you are responsible for accurately photographing the front and back of the check according to our instructions. You acknowledge that not all checks that meet our deposit criteria can be successfully deposited through the Mobile Deposit Service due to the sensitivity and complexity of image recognition technology or other reasons, such as use of unconventional check stock or failure or interruption of any data transmission channels. You acknowledge and agree that we are not responsible for any loss or liability that you may incur due to inability to deposit, or delay in depositing, a check using the Mobile Deposit Service.

### Availability and Settlement of Deposits.

Credit availability or any holds placed on funds for each item presented to us will be determined by us based on our published Funds Availability Policy provided to you at account opening. Mobile Deposits are processed in the same manner as a paper deposit made in a branch and are NOT "electronic direct deposits" for purposes of funds availability. Generally, funds deposited through Mobile Deposit are available to you on the second business day after we receive your deposit. Mobile Deposits transmitted to us after 4:00 PM CST on a business day or on a Federal Holiday will be processed on the next business day. A notice will be sent to you if a hold is placed on any deposited funds. For more information, please refer to our Funds Availability Policy Disclosure. In some cases, we may delay fund availability up to the 7th business day after the business day the deposit was received. We will notify you in writing if we delay availability of your deposit.

**Disposal of Transmitted Items.** It is your responsibility to take a picture of the front and back of each original item, prepare the item for transmission to us, view the Deposit History on your mobile device, and store the original items in a secure location until the deposit appears on your periodic statement or for a minimum of 30 days, then to destroy the original items through a commercially reasonable method, such as cross-cut shredding. You must also ensure that no original item for which an image is transmitted to us will be deposited into any other bank, causing funds to be debited twice from the payor's account. Upon request, you will deliver to us within 10 calendar days, at your expense, the requested item in your possession. If not provided in a timely manner, such amount will be reversed from your account.

**Deposit Limits.** The Daily Mobile Deposit aggregate limit is \$50,000.00, the Mobile Deposit Item limit is \$10,000.00. We reserve the right to impose limits on the amount(s) of deposits that you transmit using the Deposit Services and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. Deposit limits are subject to change at any time with our discretion. Daily and per item dollar limits may vary and are subject to change at the discretion of the Bank. We are not responsible for any losses incurred as a result of rejecting deposits you have made through the Deposit Service which exceed your deposit limits.

**Fees.** We may, upon at least 30 days prior notice to you, to the extent required by applicable law, change a fee for use of the Deposit Services. If you continue to use the Deposit Services after the fee becomes effective, you agree to pay the fee that has been disclosed to you, as may be amended from time to time.

Any applicable fees for the Deposit Services may be changed by us at our discretion at any time upon at least 30 days prior notice to you, to the extent required by applicable law. If the account that you designated for the deposit and fee is closed or does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.

**Errors.** You agree to notify the Plains Commerce Bank of any suspected errors regarding items deposited through the Deposit Services right away, and in no event later than 60 days after the applicable Bank account statement is sent. Unless you notify the Bank within 60 days, such statement regarding all deposits made through the Deposit Services shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.

**Errors in Transmission.** By using the Deposit Services you accept the risk that an item may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or

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information disclosed through such errors.

Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in the Bank's sole discretion subject to the terms and conditions of your account and disclosures governing your account.

Mobile Deposit Unavailability. Plains Commerce Bank Mobile Deposit may be temporarily unavailable due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and/or Internet software. In the event that Plains Commerce Bank Mobile Deposit is unavailable, you may deposit original checks at any Plains Commerce Bank banking office.

Cooperation with Investigations. You agree to cooperate with the Bank in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Deposit Services in your possession and your records relating to such items and transmissions.

User warranties and indemnification. You warrant to the Bank that:

- You will only transmit eligible items.
- Images will meet the image quality standards.
- You will not transmit duplicate items.
- You will not deposit or represent the original item.
- All information you provide to the Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.

You understand and agree that you are required to indemnify us and all of our affiliates, officers, employees and agents and hold us and all of our affiliates, officers, employees and agents harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising from your use of Plains Commerce Bank Mobile Deposit and/or any breach of the terms and conditions of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners and hold harmless their affiliates, officers, employees and agents against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to us or your use of Plains Commerce Bank Mobile Deposit or our technology partners' applications relating thereto, unless such claim directly results from an action or omission made by our technology partners in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

**DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF PLAINS COMMERCE BANK MOBILE DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF PLAINS COMMERCE BANK MOBILE DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT PLAINS COMMERCE BANK MOBILE DEPOSIT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED USING PLAINS COMMERCE BANK MOBILE DEPOSIT WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN PLAINS COMMERCE BANK MOBILE DEPOSIT OR ANY OF THE TECHNOLOGY RELATED THERETO WILL BE CORRECTED.**

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**LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF, PLAINS COMMERCE BANK MOBILE DEPOSIT REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

**Amendments and Termination:** We may restrict and/or cancel, without prior notice, your ability to use the Plains Commerce Bank Mobile Deposit system if we notice any suspicious activity. You may terminate this service anytime by sending a written request to 524 S Dakota St, Aberdeen, SD 57401 or any Plains Commerce Bank banking office. Termination by either party will not affect your obligations under this Agreement, even if we allow a transaction to be completed after the termination of this Agreement. Plains Commerce Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Deposit Services. We will notify you of any material change via mail, e-mail, text message, or the revised Agreement will be provided within the Mobile App. You will be deemed to accept any changes to this Agreement if you continue to maintain and use Plains Commerce Bank Mobile Deposit after you have received any required notice, if applicable.

**E-Mail Address.** A current, valid email address is critical to our successful delivery of the Service to you. You agree to maintain an active email account at all times and record such email address within the Administration, Employee, Profile in the Online Solutions Service. You further agree to promptly notify us of a change of email address by calling 1-877-227-7548 or by changing the address within the Online Solutions Service.

If, for any reason the email address you provide us changes or becomes inoperable for more than a short period of time, you agree to contact us immediately so that we can arrange to provide you with Customer Notices through other means.

If we contact you at the email address of record within the Service and learn that the email is undeliverable to that address, we may, at our discretion attempt to contact you through another means to obtain a valid email address.

**Governing Law.** This Agreement is governed by, and shall be construed in accordance with the laws of the state of South Dakota without regard to the conflict of laws principles thereof.

**Disputes.** Any dispute relating in any way to your use of Plains Commerce Bank Mobile Deposit, to this Agreement, to your Account Agreement, to the Funds Availability Disclosure, or to our advertising or solicitation practices shall be submitted to confidential arbitration. Arbitration shall be conducted under the rules of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no such arbitration shall be joined to an arbitration or any other action or proceeding involving any other party subject to an agreement with us governing such party's use of Plains Commerce Bank Mobile Deposit, whether through class action or arbitration proceedings or otherwise.

**Fingerprint Login for Mobile Banking.** Fingerprint Login is an optional fingerprint sign-in method for Plains Commerce Bank Mobile Banking that may be available for certain Apple® (via Touch ID™) and Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device.). Fingerprints are stored on your device only and Plains Commerce Bank never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Plains Commerce Bank Mobile Banking. Plains Commerce Bank reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your standard login credentials (e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within Plains Commerce Bank Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc. Android is a trademark of Google Inc.

Plains Commerce Bank Alerts Terms and Conditions

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**Alerts.** Your enrollment in Plains Commerce Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Plains Commerce Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Plains Commerce Bank reserves the right to terminate its alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Plains Commerce Bank Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop alerts via text message, text "STOP" to 41952/31727 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Plains Commerce Bank Online Banking. For help with SMS text alerts, text "HELP" to 41952/31727. In case of questions please contact customer service at 877.227.7548. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** Plains Commerce Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Plains Commerce Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Plains Commerce Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

Plains Commerce Bank Rev 4/14/20; 6/17/21